App. F. IX-4

Previous References

1928—29
Prisons

File No. 6-28

Serial Nos. 1604

Later References

General and Revenue Secretariat.

Part B for September 1928.

SUBJECT

Inclusion of a clause in the Contracts agreement in order to regulate the levy of fine by the Supdt Jail for any breach defaults on the part of the Contract

To The I. G. of Prisons

No G. A 3318 of 10.9.28.

Yes that the safeguards provided by the S. P. C. ist date performance non performance or defective performance of Contracts are in accordance with the law of Contracts and are sufficient and that the infliction of further penalty is not necessary

12/9/28.

To The Secretary S. P. C.

General and Revenue Secretariat. File No. 6 of 192

Serial No.	
1	From the Inspector General of Prisons in Ceylon No. C. 1006-2 D. 12. 7. 28 forwards copy from the Deputy Stores Purchase Committee Bangalore to the Superintendent Jail intimating that according to the terms of Contract entered into by the Contractor for the supply of wood refusal can be inflicted on him and requests for reasons given for deletion of a Clause in the Contracts agreements for future years for the levy of fine by the Superintendent for any reasons Default on the part of the Contractor Submd. The Inspector General of Prisons States that the procedure of levy of fines on Contractors was long in vogue. The authority for the same is not traceable on the office Further the Superintendent Jail makes a reference in para 2 of his letter to para 9 of the notice Calling for tenders for the Supply of Mixed Articles wherein a reference to the penalty of fine is made. 2) Noted Calling for the above information is submitted Asstt Gaol 21/7 20/7

WD 01714—GPB—30,000—18-4-28

General and Revenue Secretariat.

File No. 6 of 192 0

Serial No.	
2	D.G. of Prisons No G. 1149 d 24-7-20 Requests to quote the authority under which the procedure of the levy of fees was longer in vogue as Statutory in Travancore Jails No C.1006-A 0-11-A 20 States that the practice to a long standing and as per Clause 9 of the printed tender notice sent. 4) The Inspector General of Prisons does not quote the authority under which the procedure of the levy of fees was long in vogue. The D.G. of Prisons has forwarded two copies of the tender notice of the Sub Jail. In the one there is a reference to the levy of fees of Rs 10 and in the other to the levy of fees of Rs 30. It appears that the General clauses in the tender notices are not authorised by Govt but are given by officers calling the tenders either on their own authority or on the authority of the D.G.P. In the present case the tenders for the Supply of wool to the Sub Jail appears to have been called for by the Secy to Govt. The proposal of the D.G.P. may perhaps be referred to the Secy to Govt ~~The G.P asked to handle the proposal to the Secy to Govt~~

77

File No. 6 of 1928

The S.P.C. were to consulted in the first case Case if approved

Yes/
18/8

Green Secy)

Yes
RG
24/8/28
Yes
24/8

U.O. 68/US of 24.8.28

forwarded with Compliments the Central Stores Purchase Committee for favour of his views in the matter.

By order

H.C. Seikaiser
Asst. General Secy
RD 2.

It is not necessary nor is it desirable to incorporate in a civil contract the provisions of the Indian Penal Code to bind down the suppliers to the due and proper performance of the contracts. It is contended by the Superintendent of the Central Jail that a clause empowering him to inflict fines on the defaulting Contractors should be inserted in all

of 192

Contracts in addition to other provisions. In the tender notices issued by the S.P.E on behalf of the Jail dept. and tenders are not held out and as we are dealing with repeated forms a stipulation to that effect has been the necessary. The safeguards provi by the S.P.E against late performa non-performance or defective performance contracts are ava and are in accordance with h civil laws.

President) — 4/9.

9.28

Gen Secy.) 5/9.

3rd " Member — 5/9/18

5/9

Secretary to Govt 8/9

6/9

9/11

General and Revenue Secretariat. Pol. File No. 6 of 1928

Serial No.

Draft Sub d
SKP
7/9

Issue
Mod
7/9

The S. P. & Prisons
No 9 3318 dt 10.9.1928
States that the safeguards provided by the S.P.C. against late performance non performance or defective performance of contracts are in accordance with the law of contracts and are sufficient and that the infliction of further penalty is not necessary

To The Secretary, S.P.C.
No 9 3319 dt 10.9.28
Forwards a copy of the

Pris. 2]

OFFICE OF THE INSPTR.-GENL. OF PRISONS IN MYSORE,

No. C. 1006-2 DATED BANGALORE, 12 July 28.

GENERAL MISCELLANEOUS BRANCH
17 JULY 1928

FROM

.....

The Inspector-General of Prisons in Mysore,

Bangalore.

Pris 6-28-1

To

.....

The Genl. Secy. to the Govt. of H. H. the Maharaja of Mysore,
Bangalore.
General and Revenue Departments.

In forwarding herewith, copy of letter No.S.P.C. 922-6 dated 9th June 1927 from the Secretary, Stores Purchase Committee, Bangalo ~~to the address of the Superintendent, Central Jail, Bangalore,~~ intimating that according to the terms of contract entered into by the Contractor for the supply of wool, no fine can be inflicted on him, I have the honour to request the favour of being informed whether in the case of contracts for future years - a clause may not be inserted in the Contractors' agreement in order to regularise the levy of fine by the Superintendent for any serious defaults on the part of the Contractor. Such a procedure was long in vogue and, even without the actual ir tion of fine, was found to keep the Contractor to the strict observance of the terms of the contract.

A copy of letter No. 221 dated 10th April 1928 from the Superintendent, Central Jail, on the subject is also enclosed for reference.

I have the honour to be,
Sir,
Your most obedient servant,

For Inspector-General of Prisons

GPB—506—19-5-15

From

The Inspector-General
of Prisons in Mysore,
Bangalore.

To

The Secretary to the Govt. of Mysore,
General and Revenue Departments.

Dated

Despatched

Received

General No.
No.

Enclosure No.

Subject

Letter No. S.P.C. 9226 dated 9th June 1927 from the Secretary, Stores Purchase Committee, Bangalore, to the Inspector-General of Prisons in Mysore, Bangalore.

-*-*-*-*-*-

Local Indent No. 466. Supply of Wool to the Central Jail.

With reference to your letter No. 867/84-23 dated 6th June 1927 re: the above subject, I am directed to state that the action of the Superintendent, Central Jail, Bangalore, in having obtained the supplies required for the Jail from Mr. Yellappa at the expense of the defaulting Contractor Mr. K.Ramanujam is approved by the Stores Purchase Committee.

The fine imposed on the defaulting Contractor by the Superintendent of the said Jail is not in agreement with the terms of the contract let by the Committee.

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" C O P Y "

Letter No: 221/F. 17 dated 10th April 1928 from the Superintendent, Bangalore Central Jail, to the Inspector-General of Prisons in Mysore, Bangalore.

-@@-@-@-@-@-@-@@-

I have the honour to bring to your kind notice that in this Office No. 394/F. 17 dated 6-5-27 Mr. Ramanujam, Contractor for the supply of wool for the year 1927 being recommended for a fine of Rs. 15/- for dilatory and inferior supplies of wool, Secretary to the Stores Purchase Committee intimated in his Office No.S.P.C 922-6 dated 9-6-27 that according to the terms of contract entered into by the Contractor he cannot be fined.

I would propose that in future contracts the Superintendent should be given powers of fining contractors for dilatory supply or supply of inferior material and in case of repeated defaults to cancel their contract subject to the approval of the authority with whom the contract is entered into. In this connection I would invite reference to para 9 of the Notice (enclosed) calling for tenders for the supply of Mis: Articles where on account of the penalty of fine, supplies are rarely delayed and are mostly of good quality. The power of fining contractors is very necessary to be incorporated in all future contracts for wool for the acute contractor realizing that cancellation of his contract for dilatory or inferior supply of wool would land the Superintendent in trouble in depriving himself of a contractor and all chances of getting good material from the Market goes on supplying inferior materials and trusts to chance and if the Contractor is caught he backs out of it saying that his agent or seller was responsible and he is ~~xxx~~ even prepared to give it for less value and if he is not caught the scores against the Superintendent by evading the terms of the contract and making a profit.

Thus cancellation of a contract is attended with mere serious consequences to a Superintendent than to the Contractor

The Contractors loss, if any, might be purely pecuniary but that of the Superintendent amounts to loss of reputation of the Jail and lack of public confidence in its ability to carry out orders. Apart from this, cancellation of a con and finding of a new Contractor takes time and goo materials cannot be had in the market for the more seeking. As regar fining the contractor, the Superintendent, would not be put to the inconvenience of himself procuring materials suited to the orders on hand from the market because the contractor to avoid heavy fines will himself procure materials without any trouble to Superintendent.

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"C O P Y"

for Inspector-General of Prisons.

July 1928.

A. P. F. VI. 61]

SUBJECT.....

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47

Section Prisons

File No. 6.28

Serial No. 2

No. G 1149.

Diary No. of letter replied to 5-251

eral and Revenue Secretariat

( )

the *192*

Date of issue 24.7.28

igned by Mr. M.S

To The Inspector General of Prisons in Mysore Bangalore

Sir,

With reference to your letter No 1006-2-D 12.7.28 forwarding copy of letter from the Secy & Pc Bangalore to the Depot Dc Jail intimating that according to the terms of the Contract entered into by the contractors for the Depot Jail Wood no fine can be inflicted on him and proposing the insertion of a Clause

on the levy of fees in the
Chaloner's agreement for further
loan, I am directed to request
you to quash the authority
under which the procedure of
levy of fees was long in vogue
in Bhaleda by you:
I am further to request you
to forward a copy of the Order
notice calling for tenders
for the supply of this article
referred to in para 2 of the
letter of the Supdt Belgaum Jail

I have &c

Sd/-
Supdt
Jail

Office of the Inspector-General of Prisons

26-8

Mysore,

Dated Bangalore, 11th August 1928.

From

The Inspector-General of Prisons

in Mysore, Bangalore.

To

The General Secretary to the Government

H.H. the Maharaja of Mysore, Bangalore.

Sir,

With reference to your letter No. G. 1149/Pris. 6-28-2 dated 24th July 1928, I have the honour to state that the practice of fining Contractors for any infringement of the Stipulations of the contract is a long standing one as per clause 9 of the printed tender notifications herein enclosed for favour of reference as desired.

I have the honour to be,

Sir,

Your most obedient servant,

Inspector-General of Prisons.

A. P. F. VI. G1]

SUBJECT.....

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Section Prisons

File No. 6.28

Serial No. 4

No. G3318

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *192*

To The D.G. of Prisons

Reg Sar

Bangalore

Date of issue 10.9.28

Sir,

Signed by Mr. M. Seshadrigarpur.

With reference to the Correspondence ending with your letter No C 1006-8 dated 11.8.28 regarding the insertion of a clause in the Contractors agreement for future years to regularise the levy of fine by the Superintendent for any serious default on the part of the Contractor, I am directed to state that on the Safeguards provided in the

List of enclosures.....

Copied by .....

Examined by .....

over

WD0325—GPB—80,000—26-5-27

S.P.C against late performance,
non performance or defective performance
of Contracts ~~are enforced~~ are
accordance with the laws of Contracts, and are sufficient
Good and not in form of
your proposal

and that ~~further~~ the further
infliction of penalty is
necessary.

Drawer.

Secy

Copy to the Secy & Re